



1 claims against DSC. DSC objected to the proposed amendment on the basis of futility and  
2 again relies upon its earlier motion to dismiss the complaint. Plaintiff has replied with a  
3 motion to strike DSC's response, arguing that it is not allowed since DSC is no longer a party  
4 to this case. Plaintiff has now also filed a stipulation of dismissal of defendant CSC Credit  
5 Services, the only other defendant in this action (doc. 23).

6 DSC charges that plaintiff has a long history of filing frivolous lawsuits and our  
7 review of this court's docket confirms that charge. Plaintiff has filed eleven lawsuits against  
8 various defendants over the last four years, and with the exception of one case that ended in  
9 a default judgment, plaintiff has voluntarily dismissed every action once the defendant  
10 moved to dismiss the case or otherwise responded to the complaint. We have now been  
11 presented with the same scheme.

12 We reject plaintiff's motion to strike. Plaintiff cannot use gamesmanship to avoid a  
13 ruling on the merits of DSC's motion to dismiss. Having considered DSC's response to the  
14 motion to amend as well as its motion to dismiss, we agree that the proposed amendment  
15 would be futile.

16 First, rather than comply with LRCiv 15.1, which requires that a motion to amend  
17 must be accompanied by a copy of the proposed amended pleading, plaintiff simply stated  
18 that "[t]he only amendment to the complaint would be to re-add Dealer Services Corporation,  
19 as a co-defendant." Motion at 17. This is not sufficient to satisfy Rule 15.1, particularly in  
20 light of the voluntary dismissal of this defendant only one month earlier.

21 Instead, plaintiff asserts the same defective allegation against DSC contained in the  
22 original complaint. He asserts only that DSC obtained his consumer credit report "without  
23 a permissible purpose." Compl. ¶ 5. This conclusory allegation is unsupported by a single  
24 factual allegation, and is wholly insufficient to state a claim for relief. See Bell Atl. Corp.  
25 v. Twombly, 550 U.S. 544, 555, 127 S. Ct. 1955, 1964-65 (2007). Therefore, the proposed  
26 amendment would be futile and the motion to amend is denied.

27 **IT IS ORDERED GRANTING** the stipulation of dismissal against CSC Credit  
28 Services, Inc. (doc. 23).

